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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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05/11/2001

Kenneth Arneson

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06/02/2006

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EXAMINER

LAstra, DANIEL

ART UNIT

PAPER NUMBER

3622

DATE MAILED: 06/02/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/852,740

Applicant(s)

ARNESON ET AL.

Examiner

DANIEL LASTRA

Art Unit

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 20 March 2006.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1,2 and 5-41 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1, 2 and 5-41 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. Claims 1, 2 and 5-41 have been examined. Application 09/852,740 (System and method for providing wireless services) has a filing date 05/11/2001 and Claims Priority from Provisional Application 60203885 (05/12/2000).

Response to Amendment

2. In response to Non Final Rejection filed 12/20/2005, the Applicant filed an Amendment on 03/20/2006, which amended claims 1, 30 and cancel claims 3 and 4. Applicant's amendment overcame the previous Section 112 rejection.

Claim Rejections - 35 USC § 102

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 1, 2, 5-8, 21-23, 26, 29-32 and 34-37 are rejected under 35 U.S.C. 102(e) as being anticipated by Katz (US 6,424,706).

As per claim 1, Katz teaches:

A method of purchasing goods or services, comprising:

directing payment for goods or services with wireless airtime units *credited to a wireless service account* (see column 4, lines 39-67).

As per claim 2, Katz teaches:

The method of purchasing goods or services according to claim 1, wherein: said directing payment is for payment of goods (see column 4, lines 39-67).

As per claim 5, Katz teaches:

The method of purchasing goods or services according to claim 1, wherein: said directing payment is for payment of a service (see column 4, lines 39-67).

As per claim 6, Katz teaches:

The method of purchasing goods or services according to claim 1, wherein: said directing payment transfers wireless airtime units from a buyer's account to a seller's account (see column 4, lines 39-67).

As per claim 7, Katz teaches:

The method of purchasing goods or services according to claim 6, wherein:
said wireless airtime units can be used in a metered wireless communications system (see column 4, lines 39-65).

As per claim 8, Katz teaches:

The method of purchasing goods or services according to claim 6, wherein: said wireless airtime units can be used in post-paid wireless communications system (see column 8, lines 15-33).

As per claim 21, Katz teaches:

A method of paying for an offering, comprising:

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maintaining a count of wireless airtime units in a wireless service account associated with an entity (see column 4, lines 39-67); and

reducing said maintained count of wireless airtime units in said wireless service account when said entity exchanges wireless airtime units for a particular offering (see column 4, lines 39-67).

As per claim 22, Katz teaches:

The method of paying for an offering according to claim 21, further comprising:

selling a product wherein said product can be purchased in exchange for a predefined number of said wireless airtime units in a wireless service account associated with a purchaser of said product selling said product through a web site (see column 4, lines 39-67; column 8, lines 15-19).

As per claim 23, Katz teaches:

The method of paying for an offering according to claim 21, further comprising:

accepting a predefined number of said wireless airtime units in exchange for said offering (see column 4, lines 39-67).

As per claim 26, Katz teaches:

The method of paying for an offering according to claim 21, wherein:

said wireless airtime units represent metered wireless services (see column 5, lines 40-50).

As per claim 29, Katz teaches:

A method of exchanging wireless airtime units, comprising:

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maintaining a first count of wireless airtime units in a first wireless account associated with a first entity (see column 7, lines 1-35);

maintaining a second count of wireless airtime units in a second wireless account associated with a second entity (see column 7, lines 1-35);

receiving an electronic message that said first entity desires to exchange wireless airtime units with said second entity (see column 7, lines 1-35); and

transferring at least one wireless airtime unit from said first wireless account to said second wireless account (see column 7, lines 1-35).

As per claim 30, Katz teaches:

The method of exchanging wireless airtime units according to claim 29, further comprising: maintaining said first wireless account on behalf of *an e-tailer, said e-tailer being associated with a website* (see column 8, lines 15-45).

As per claim 31, Katz teaches:

The method of exchanging wireless airtime units according to claim 29, wherein: said transfer of wireless airtime units is in response to detection of a particular electronic commerce transaction (see column 7, lines 45-50).

As per claim 32, Katz teaches:

The method of exchanging wireless airtime units according to claim 29, further comprising: reducing said count of wireless airtime units in said first wireless account when said first entity uses a wireless communications device associated with said first wireless account (see column 6, lines 1-55).

As per claim 34, Katz teaches:

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A wireless device replenishment apparatus, comprising:

a first wireless account configured for a first wireless device to store at least one wireless airtime unit (see column 7, lines 1-50);

a second wireless account configured for a second wireless device to store at least one wireless airtime unit (see column 7, lines 1-50); and

an exchange component executable in a processor to transfer, in exchange for an offering associated with said second wireless device, said at least one wireless air unit from said first wireless account to said second wireless account (see column 6, lines 1-55).

As per claim 35, Katz teaches:

The wireless device replenishment apparatus according to claim 34, wherein: said offering is a good (see column 4, lines 39-67).

As per claim 36, Katz teaches:

The wireless device replenishment apparatus according to claim 34, wherein: said offering is a service (see column 4, lines 39-67).

As per claim 37, Katz teaches:

The wireless device replenishment apparatus according to claim 34, wherein: said first wireless account is associated with post-paid wireless services (see column 4, lines 39-67).

4. Claims 9, 10 and 11-15 are rejected under 35 U.S.C. 102(e) as being anticipated by Hoffman (US 6,980,670)

As per claim 9, Hoffman teaches:

A method of providing e-commerce incentives, offering wireless airtime units to a user in response to said user performing an action on a web site (see column 4, lines 3-25; column 5, lines 15-20).

As per claim 10, Hoffman teaches:

The method of providing e-commerce incentives according to claim 9, but fails to teach wherein said action on said web site comprises: selection of an electronic advertisement (see column 3, lines 55-67). It is inherent that purchasing of an item at a website is selecting the item which is an advertisement.

As per claim 11, Hoffman teaches:

The method of providing e-commerce incentives according to claim 9, wherein said action on said web site comprises: returning to said web site (see column 4, lines 1-25).

As per claim 12, Hoffman teaches:

The method of providing e-commerce incentives according to claim 9, wherein said action on said web site comprises: obtaining electronic services (see column 4, lines 1-25).

As per claim 13, Hoffman teaches:

The method of providing e-commerce incentives according to claim 9, further comprising: monitoring said web site to determine if said user performs said action on said web site (see column 4, lines 1-25).

As per claim 14, Hoffman teaches:

The method of providing e-commerce incentives according to claim 13, further comprising: creating a wireless service account for said user in response to said user performing said action on said web site (see column 4, lines 50-57).

As per claim 15, Hoffman teaches:

The method of providing e-commerce incentives according to claim 14, further comprising: crediting said wireless service account with said wireless airtime units (see column 4, lines 15-57).

Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 24, 25, 27, 28, 33 and 38-41 are rejected under 35 U.S.C. 103(a) as being unpatentable over Katz (US 6,424,706) in view of Hoffman (US 6,980,670).

As per claim 24, Katz teaches:

The method of paying for an offering according to claim 21, but fails to teach wherein: said wireless airtime units are earned by performing an action on a web site. However, Hoffman teaches awarding airtime minutes to users by said users performing action on a website or the Internet (see column 4, lines 3-25; column 5, lines 15-20). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Katz would award users with airtime minutes by said users performing an action on a website, as taught by Hoffman in order that said

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users have an incentive to visit said website and purchase products or services from said website.

As per claim 25, Katz teaches:

The method of paying for an offering according to claim 21, but fails to teach wherein: said wireless airtime units are earned by visiting a web site. However, the same argument made in claim 24 regarding said missing limitation is also made in claim 25.

As per claim 27, Katz teaches:

The method of paying for an offering according to claim 21, but fails to teach further comprising: crediting at least one wireless airtime unit to said wireless service account in response to behavior by said entity. However, the same rejection applied to claim 24 regarding this missing limitation is also made in claim 27.

As per claim 28, Katz teaches:

The method of paying for an offering according to claim 21, but fails to teach further comprising: crediting one or more wireless airtime units to said wireless service account in response to said entity visiting a web site. However, the same argument made in claim 24 with respect to said missing limitation is also made in claim 28.

As per claim 33, Katz teaches:

The method of exchanging wireless airtime units according to claim 29, further comprising: increasing said maintained count of wireless airtime units in said first wireless account (see column 6, lines 1-55) but fails to teach when said first entity

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performs a desired action on a website. However, the same argument made in claim 24 regarding said missing limitation is also made in claim 33.

As per claim 38, Katz teaches:

An incentive offering system, comprising:

a wireless service account associated with an entity, said wireless service account maintaining a count of wireless airtime units (see column 4, lines 39-65); but fails to teach and a processor in communication with both an e-tailer website and said wireless service account, said processor being configured to increase said count of wireless airtime units when said entity performs a desired action on said e-tailer web site. However, the same argument made in claim 24 regarding said missing limitation is also made in claim 38.

As per claim 39, Katz teaches:

The incentive offering system according to claim 38, but fails to teach wherein:

said e-tailer's web site is configured to monitor activity of said entity to determine if said entity has earned offered wireless airtime units; and said e-tailer's web site is configured to communicate with said processor to update said wireless service account with said earned wireless airtime units. However, the same argument made in claim 24 regarding said missing limitation is also made in claim 39.

As per claim 40, Katz teaches:

The incentive offering system according to claim 38, wherein:

said wireless service account is updateable with additionally purchased wireless airtime units (see column 2, lines 1-40) but fails to teach from said e-tailer. However, the argument made in claim 24 regarding said missing limitation is also made in claim 40.

As per claim 41, Katz teaches:

The incentive offering system according to claim 38, wherein:

said wireless service account is updateable with additionally purchased wireless airtime units from said wireless service account (see column 2, lines 3-42).

7. Claims 16 and 17 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hoffman (US 6,980,670) in view of Katz (US 6,424,706).

As per claim 16, Hoffman teaches:

The method of providing e-commerce incentives according to claim 14, but fails to teach further comprising: crediting said wireless service account when said user purchases wireless airtime units. However, Katz teaches a prepaid card wireless system that allows subscribers to purchase additional wireless minutes (see Katz column 2, lines 15-25). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Hoffman would allow a user to purchase additional wireless minutes, as taught by Katz in order that said user is allowed to continue using a communication device when the user's airtime minutes are already used up.

As per claim 17, Hoffman teaches:

The method of providing e-commerce incentives according to claim 15, but fails to teach further comprising: reducing a count of wireless airtime units in said wireless

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service account when said user uses a wireless communications device based on said wireless service account. However, the same rejection applied to claim 16 is also applied to claim 17.

8. Claims 18-20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker (US 6,377,669) in view of Hoffman (US 6,980,670).

As per claim 18, Walker teaches:

A method of conducting e-commerce, comprising:

offering free phone time to a user in exchange for said user usage of traveling services (see column 8, lines 17);

and crediting a wireless device account associated with said user with a given number of free phone time for said user of traveling service access by connecting to a service network when said user accesses electronic information (see column 8, lines 5-17). Walker does not expressly teach that said free phone time is a wireless airtime unit. However, Hoffman teaches rewarding users for accessing electronic information with airtime minutes (see Hoffman column 4, lines 1-25). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Walker would reward users that access a travel service network with free airtime minutes, as taught by Hoffman in order that said users have a motivation to browse said travel information, as said users would be compensated for said browsing.

As per claim 19, Walker teaches:

The method of conducting e-commerce according to claim 18, further comprising:

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creating a phone service account for said user in response to said user accessing said electronic information (see column 6, lines 10-27) but fails to teach that said phone service account is a wireless account. However, the same argument made in claim 18 regarding this missing limitation is also made in claim 19.

As per claim 20, Walker teaches:

The method of conducting e-commerce according to claim 18, wherein:

said wireless account is a metered phone service account (see column 6, lines 10-27). Walker fails to teach that said phone service account is a wireless account. However, the same argument made in claim 18 regarding this missing limitation is also made in claim 20.

Response to Arguments

9. Applicant's arguments, filed 03/20/2006, with respect to the rejection(s) of claim(s) 1, 2 and 5-41 under Walker has been fully considered and are persuasive. Therefore, the rejection has been withdrawn. However, upon further consideration, a new ground(s) of rejection is made in view of Katz and Hoffman.

Conclusion

10. Any inquiry concerning this communication or earlier communications from the examiner should be directed to DANIEL LASTRA whose telephone number is 571-272-6720 and fax 571-273-6720. The examiner can normally be reached on 9:30-6:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, ERIC W. STAMBER can be reached on 571-272-6724. The official Fax number is 571-273-8300.

^{DL}
Daniel Lastra

May 20, 2006


RETTAYEHDEGA
PRIMARY EXAMINER